



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.lacounty.gov>

DAVID E. JANSSEN
Chief Administrative Officer

March 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**FIVE-YEAR LEASE – BOARD OF SUPERVISORS
EXECUTIVE OFFICE/ARTS COMMISSION
1055 WILSHIRE BOULEVARD, LOS ANGELES
(FIRST DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached five-year lease with Jamison 1055 Wilshire LLC (Landlord) for the Arts Commission to occupy 7,873 square feet of office space at 1055 Wilshire Boulevard, Los Angeles, at a maximum initial annual rental cost of \$204,975. The rental costs will be 100 percent net County cost.
2. Authorize the Director of the Internal Services Department (ISD) and Executive Office/Arts Commission to acquire telephone, data, and low voltage systems at a cost not to exceed \$65,057. The telephone, data, and low voltage costs shall be funded via ISD's telephone and utilities budget.
3. Authorize ISD, Executive Office/Arts Commission and/or the Landlord, at the direction of the Chief Administrative Officer (CAO), to acquire furniture at a cost not to exceed \$162,000.
4. Consider the attached Negative Declaration together with the fact that no comments were received during the public review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County to approve the Negative Declaration, find that the project will have no adverse effect on wildlife resources, and authorize the Chief Administrative Office (CAO) to complete and file a Certificate of Fee Exemption for the project.

5. Approve the project and authorize the CAO, Executive Office/Arts Commission and ISD to implement the project. The Lease will be effective upon approval by your Board, but the term and rent will commence upon completion of the Tenant Improvement (TI) by the Landlord and acceptance thereof by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to relocate the Arts Commission from the Kenneth Hahn Hall of Administration (HOA) to a facility within five miles, thereby allowing the Executive Office to backfill the space vacated by the Arts Commission. Moreover, the new Civic Art program has resulted in an increase in staffing and the need for additional office space which is not available at the HOA.

The Arts Commission provides leadership in art and cultural services throughout Los Angeles County by sharing and providing information and resources for the community, artists, educators, arts organizations and municipalities. The Arts Commission also produces and manages events at the John Anson Ford Theatres as well as concerts and holiday events at public facilities.

The Arts Commission's space requirement was initially approved for 4,676 square feet in June 2006. However, based on expanding program requirements and the benefits of utilizing the existing improved space, a modified total of 7,873 square feet has been agreed to for the program. The proposed office space is intended to house 28 employees and accommodate group meetings of the 15 Arts Commissioners. Minor renovations are needed to make the proposed office conform to the Arts Commission space requirements. The office will have some public intake and is in close proximity to public transportation routes.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we enhance the quality and productivity of the County workforce (Goal 2). The proposed lease supports this goal by providing a quality and efficient work environment for the Arts Commission, which is conducive to maximizing employee productivity. Compliance with the County's Strategic Asset Management Principles is outlined in Attachment A.

FISCAL IMPACT/FINANCING

The maximum initial annual rental cost is estimated to be \$204,975. The rent will be subject to an annual fixed adjustment of three percent.

1055 Wilshire Boulevard, Los Angeles	Proposed Lease
Term	5 Years (Projected: May 1, 2007 to April 30, 2012)
Total Area	7,873 rentable square feet (sq.ft.)
Annual Base Rent	\$177,615 (\$22.56 per sq. ft.)
Annual Parking Rent (19 parking spaces)	\$27,360 (\$1,440 per parking space)
Base Tenant Improvement Allowance	\$78,730 (\$10.00 per sq. ft.)
Additional Tenant Improvement Allowance*	\$201,365 (\$25.58 per sq. ft.)
Annual Tenant Improvement Reimbursement	\$0
Maximum Annual Rent**	\$204,975
Cancellation	Anytime after 3rd Year, 4 months notice
Parking Spaces	19
Option to Renew	None
Rental Adjustment	Annually, fixed at 3%

*\$201,365 represents the maximum amount of reimbursable Tenant Improvement funds for construction and furniture available for this project. The tenant department has indicated it will reimburse the Landlord via lump sum payment for all of this amount actually expended, including the cost of furniture if purchased by the landlord.

**Maximum annual rent is the sum of annual base rent and annual parking rent.

Sufficient funding for the proposed lease is included in the 2006-07 Rent Expense Budget and will be billed back to the Executive Office. The Executive Office has sufficient funds in its 2006-07 operating budget to cover the projected lease costs. A portion of the funds budgeted for this project will cover the furniture and low-voltage costs and the remaining portion will cover rental cost for the last two months of fiscal year 2006-07. The rental cost for this proposed lease is 100 percent net County cost.

Based upon a survey of similar properties within the specified area, staff has determined that the rental range for a full service lease is between \$22.20 and \$25.20 per square foot per year. Thus, the proposed base annual rent of \$22.56 per square foot represents a rate within the market range for the area.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed five-year lease agreement comprises 7,873 rentable square feet of office space, along with up to 23 parking spaces. The proposed lease contains the following provisions:

- The term commences upon completion of the TI by the landlord and acceptance thereof by the County, which is expected to occur in May 2007. Five years thereafter, the term expires.
- This is a full service gross lease whereby the Landlord is responsible for all operating expenses associated with the County's occupancy.
- A base TI allowance in the amount of \$78,730 is included in the rent.
- A reimbursable TI allowance for construction and furniture totaling \$201,365 is included in the proposed lease and it will be paid within 30 days after the Lease Commencement Date, via lump sum payment.
- The Arts Commission will be relocating existing furniture to the proposed facility, and will augment the furniture with the same furniture brand. As such, the new furniture to be purchased by the County or Landlord at a cost not to exceed \$162,000 will be purchased from an approved County vendor in compliance with ISD's purchasing guidelines.
- There is a cancellation provision allowing the County to cancel anytime after the 3rd year upon four months advance notice to the Landlord.
- The option to include up to 23 on-site, parking spaces as additional rent at an annual rate of \$1,440 per space, or \$33,120, which is subject to annual adjustment and an annual adjustment cap of three percent. Initially, 19 of the 23 parking spaces will be included at an annual amount of \$27,360. The remaining four parking spaces may be added as staffing increases. Moreover, five off-site parking spaces will be acquired from a different landlord via a delegated authority, administrative agreement in Spring 2007. The off-site parking is for student and/or temporary workers at a projected annual rate of \$840 or \$4,200 annually for five parking spaces. Bus routes are available in walking distance to the proposed facility giving staff and clients convenient public transportation options.

- There is a Consumer Price Index (CPI) annual rental adjustment provision whereby the rent will be adjusted based on changes in the CPI with a maximum annual adjustment of three percent.

CAO Real Estate staff surveyed the Greater Downtown Los Angeles area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed areas that could accommodate this requirement more economically. Attachment B shows all County-owned and leased facilities within the search areas for these programs. There are no County-owned or leased facilities available for this program.

The Department of Public Works has completed a seismic and ADA inspection and of the facility and found it suitable for the County's occupancy. The subject facility is not suitable to support an on-site child care facility.

ENVIRONMENTAL DOCUMENTATION

The CAO has made an initial study of environmental factors and has concluded that this Project will have no significant impact on the environment and no adverse effect on the wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted at the site as required by the California Environmental Quality Act (CEQA) and the California Administrative Code, Section 15072. Copies of the completed Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration as posted are attached. No comments to the Negative Declaration were received. A fee must be paid to the State Department of Fish and Game when certain notices are filed with the Registrar-Recorder/County Clerk. The County is exempt from paying this fee when your Board finds that a project will have no impact on wildlife resources.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

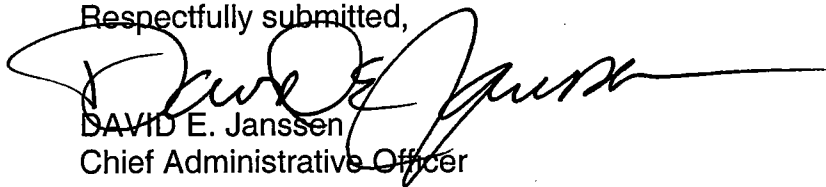
The proposed Lease will provide the necessary office space for this County requirement. In accordance with your Board's policy on the housing of any County offices or activities, the Executive Office and Arts Commission concur with this recommendation.

The Honorable Board of Supervisors
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two originals of the executed lease agreement and the adopted, stamped Board letter, and two certified copies of the Minute Order to the CAO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. Janssen
Chief Administrative Officer

DEJ:WLD
CEM:KW:hd
Attachments (3)

c: County Counsel
Executive Office
Arts Commission
Internal Services Department

**BOARD OF SUPERVISORS
EXECUTIVE OFFICE/ARTS COMMISSION
1055 WILSHIRE BOULEVARD, LOS ANGELES
Asset Management Principles Compliance Form¹**

1.	<u>Occupancy</u>		Yes	No	N/A	
	A	Does lease consolidate administrative functions? ²	X			
	B	Does lease co-locate with other functions to better serve clients? ²			X	
	C	Does this lease centralize business support functions? ²			X	
	D	Does this lease meet the guideline of 200 sq. ft. of space per person? ² This lease amounts to 281 sq. ft. per person because very low renovation costs afforded the opportunity to acquire additional space.		X		
2.	<u>Capital</u>					
	A	Is it a substantial net County cost (NCC) program? 100% NCC	X			
	B	Is this a long term County program?	X			
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X		
	D	If no, are there any suitable County-owned facilities available?		X		
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X	
	F	Is Building Description Report attached as Attachment B?	X			
	G	Was build-to-suit or capital project considered? ? Build-to-suit and capital projects are cost-prohibitive for projects of this size.		X		
3.	<u>Portfolio Management</u>					
	A	Did department utilize CAO Space Request Evaluation (SRE)?	X			
	B	Was the space need justified?	X			
	C	If a renewal lease, was co-location with other County departments considered?			X	
	D	Why was this program not co-located?				
		1. ____ The program clientele requires a "stand alone" facility.				
		2. X No suitable County occupied properties in project area.				
		3. X No County-owned facilities available for the project.				
		4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.					
	E	Is lease a full service lease? ²	X			
	F	Has growth projection been considered in space request?	X			
	G	Has the Dept. of Public Works completed seismic review/approval?	X			
		¹ As approved by the Board of Supervisors 11/17/98				

²If not, why not?

**SPACE SEARCH, 5 MILES WITHIN CIVIC CENTER
BOARD OF SUPERVISORS
EXECUTIVE OFFICE/ARTS COMMISSION**

LACO	FACILITY NAME	ADDRESS	GROSS SQ. FT.	NET SQ. FT.	OWNERSHIP	AVAILABLE SQ. FT.
B393	Hollywood Courthouse	5925 Hollywood Blvd, Hollywood 90028	61571	22544	FINANCED	NONE
5461	DHS-Public Health	5205 Melrose Ave, Los Angeles 90038	27578	14811	OWNED	NONE
5805	Mental Health Courthouse	1150 N. San Fernando Rd, Los Angeles 90065	28523	16817	OWNED	NONE
C760	DPSS-East L.A. GROW	2200 N. Humboldt St, Los Angeles 90031	23655	17554	LEASED	NONE
C269	DPSS-Lincoln Heights Office	4077 N. Mission Rd, Los Angeles 90032	26094	18575	LEASED	NONE
A578	AUDITOR-Shared Services Office	3470 Wilshire Bl, Los Angeles 90010	11400	10830	LEASED	NONE
A539	DMH Court Program Offices	1499 Huntington Dr, So. Pasadena 91030	4210	4000	LEASED	NONE
A424	DPSS-Equitable Building	3435 Wilshire Bl, Los Angeles 90010	65872	62578	LEASED	NONE
A532	DHS-Metroplex Building	3530 Wilshire Bl, Los Angeles 90010	113027	101920	LEASED	NONE
A425	DCFS Headquarters	425 Shatto Pl, Los Angeles 90020	80756	76065	LEASED	NONE
A369	DCFS-Procurement	501 Shatto Pl, Los Angeles 90020	17751	15976	LEASED	NONE
A408	DCFS-Borax Building	3075 Wilshire Bl, Los Angeles	132488	105568	LEASED	NONE
X532	DCSS-Le Sage Complex	532 S. Vermont Ave, Los Angeles	14126	10314	OWNED	NONE
X317	DCSS-Le Sage Complex	3175 W. 6 th St, Los Angeles 90020	52230	42341	OWNED	NONE
A413	Human Resources-Wilshire Square	3333 Wilshire Bl, Los Angeles 90010	76304	65438	LEASED	NONE
A160	DMH Headquarters Annex	3160 W 6 th St, Los Angeles 90020	60800	28372	LEASED	NONE
X550	DMH Headquarters	550 S. Vermont Ave, Los Angeles 90020	171651	149668	OWNED	NONE
X510	Parks & Rec Le Sage Complex	510 S. Vermont Ave, Los Angeles 90020	31540	24835	OWNED	NONE
Y193	Parks & Rec Headquarters	433 S. Vermont Ave, Los Angeles 90020	31862	21777	OWNED	NONE
A336	Sheriff-Wilshire Centre Building	3055 Wilshire Bl, Los Angeles 90010	7755	7115	LEASED	NONE
B695	DHS-Immunization & Env Health	695 S. Vermont Ave, Los Angeles 90010	14274	12847	LEASED	NONE
C660	DPSS-GAIN	2910 W. Beverly Bl, Los Angeles 90057	120327	33635	LEASED	NONE
A600	Central Civil West Courthouse	600 S. Commonwealth Ave, Los Angeles 90005	208799	156237	LEASED	NONE
B500	DHS-Workforce Development	500 S. Virgil Ave, Los Angeles 90020	8000	7200	PERMIT	NONE
A360	DPSS-CALWORKS	2601 Wilshire Bl, Los Angeles 90057	62000	60140	LEASED	NONE
B922	DPSS-District Office	2415 W 6 th St, Los Angeles 90057	46228	42065	LEASED	NONE

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LACO	FACILITY NAME	ADDRESS	GROSS SQ. FT.	NET SQ. FT.	OWNERSHIP	AVAILABLE SQ. FT.
D015	DPSS-Catholic Charities	1530 James M Wood Bl, Los Angeles 90017	200	200	PERMIT	NONE
5353	DPSS-District Office	2707 S. Grand Ave, Los Angeles 90007	115242	89650	OWNED	NONE
6518	The Adams & Grand Building	2615 S. Grand Ave, Los Angeles 90007	215439	183874	OWNED	NONE
A388	APD-Wilshire Bixel Building	1055 Wilshire Bl, Los Angeles 90017	6500	6175	LEASED	NONE
5266	Metro Courthouse	1945 S. Hill St, Los Angeles 90007	303434	125469	FINANCED	NONE
5546	DHS-Public Health	241 N. Figueroa St, Los Angeles 90012	60924	34748	OWNED	NONE
A159	DA-Figueroa Plaza	201 N. Figueroa St, Los Angeles 90012	38814	36873	LEASED	NONE
5456	DHS-Administration Building	313 N. Figueroa St, Los Angeles 90012	221359	134851	OWNED	NONE
0181	Kenneth Hahn Hall of Administration	500 W. Temple St, Los Angeles 90012	958090	591457	FINANCED	NONE
3155	Performing Arts Center	301 N. Grand Ave, Los Angeles 90012	27582	17978	OWNED	NONE
0155	Stanley Mosk Courthouse	111 N. Hill St, Los Angeles 90012	794459	441761	OWNED	NONE
A429	CAO-Real Estate & Service Integration	222 S. Hill St, Los Angeles 90012	29013	26082	LEASED	NONE
A442	DMH-LAPD SMART Team	419 S. Spring St, Los Angeles 90013	1000	1000	PERMIT	NONE
A627	County Counsel-Workers Comp	350 S. Figueroa Ave, Los Angeles 90071	14832	14090	LEASED	NONE
A632	Public Defender	312 S. Hill St, Los Angeles 90012	9782	9293	LEASED	NONE
3154	Clara Shortridge Foltz Criminal Justice Center	210 W. Temple St, Los Angeles 90012	1036283	399535	FINANCED	NONE
Y356	EL Pueblo	111 Republic St, Los Angeles 90012	16517	14524	OWNED	14524
0144	El Pueblo	510 New High St, Los Angeles 90012	35683	22753	OWNED	22753
0142	El Pueblo	507 N. Main St, Los Angeles 90012	15618	11154	OWNED	11154
0143	El Pueblo	501 N. Main St, Los Angeles 90012	34350	29710	OWNED	29710
0495	El Pueblo	300 Cesar Chavez Av Los Angeles 90012	2800	2380	OWNED	2380
0101	Hall of Justice (Not habitable)	211 W. Temple St, Los Angeles 90012	570811	306487	OWNED	NONE
0156	Hall of Records	320 W. Temple St, Los Angeles 90012	438095	258677	OWNED	NONE
Y013	DPSS-GROW	813 E. 4 th Pl, Los Angeles 90013	39956	25158	OWNED	NONE
A384	AG COMM/WTs & MEASURES	1320 E. Olympic Bl, Los Angeles 90021	776	776	LEASED	NONE
5979	Central Arraignment Courthouse	429 Baughet St, Los Angeles 90012	83692	30638	FINANCED	NONE
C863	DHS-Patient Financial Services	1910 N. Main St, Los Angeles 90031	13300	8919	LEASED	NONE
5260	Coroner Admin. Building	1102 N. Mission Rd, Los Angeles 90033	22479	14251	OWNED	NONE

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BOARD OF SUPERVISORS
EXECUTIVE OFFICE/ARTS COMMISSION**

LACO	FACILITY NAME	ADDRESS	GROSS SQ. FT.	NET SQ. FT.	OWNERSHIP	AVAILABLE SQ. FT.
6483	Medical Center-Masonry Shop	1739 Griffin Ave, Los Angeles 90031	1040	950	OWNED	NONE
5509	Medical Center-Masonry Shop Annex	1200 N. State St, Los Angeles 90033	910	736	OWNED	NONE
5510	Medical Center-Masonry Shop Annex	1200 N. State St, Los Angeles 90033	910	831	OWNED	NONE
5699	Medical Center-Chaplain's Center	1200 N. State St, Los Angeles 90033	1940	1454	OWNED	NONE
T539	Medical Center-Clinical Research	1200 N. State St, Los Angeles 90033	780	672	OWNED	NONE
T620	Medical Center-EMS	1200 N. State St, Los Angeles 90033	1200	1049	OWNED	NONE
0135	Medical Center-Gardener's Office	1200 N. State St, Los Angeles 90033	612	530	OWNED	NONE
0284	Medical Center-Health Research	1200 N. State St, Los Angeles 90033	1200	1000	OWNED	NONE
T541	Medical Center-Home Care	1200 N. State St, Los Angeles 90033	1376	1223	OWNED	NONE
T226	Medical Center-Local Worker Hiring	1200 N. State St, Los Angeles 90033	1440	1200	PERMIT	NONE
0808	Medical Center-Old Administration Building	1100 N. Mission Rd, Los Angeles 90033	18651	11430	OWNED	11430
T547	Medical Center-Patient Financial Services	1240 N. Mission Rd, Los Angeles 90033	2588	1967	OWNED	NONE
T555	Medical Center-Patient Financial Services	1200 N. State St, Los Angeles 90033	4661	3482	OWNED	NONE
T542	Medical Center-Patient Financial Services	1200 N. State St, Los Angeles 90033	10512	7872	OWNED	NONE
T556	Medical Center-Patient Financial Services	1200 N. State St, Los Angeles 90033	2973	2461	OWNED	NONE
T546	Medical Center-Patient Financial Services	1240 N. Mission Rd, Los Angeles 90033	5190	4095	OWNED	NONE
0837	Medical Center-Personnel Office	1200 N. State St, Los Angeles 90033	2980	1761	OWNED	NONE
0838	Medical Center-Quality Assurance	1200 N. State St, Los Angeles 90033	2980	2341	OWNED	NONE
T544	Medical Center-Quality Assurance	1200 N. State St, Los Angeles 90033	4334	3629	OWNED	NONE
T618	Medical Center-Replacement	1200 N. State St, Los Angeles 90033	944	785	OWNED	NONE
T619	Medical Center-Research Committee Office	1200 N. State St, Los Angeles 90033	820	702	OWNED	NONE
T543	Medical Center-Research Committee Trailer	1200 N. State St, Los Angeles 90033	384	330	OWNED	NONE
6496	Medical Center-Transportation Bldg	1830 Griffin Ave, Los Angeles 90033	1050	940	OWNED	NONE

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LACO	FACILITY NAME	ADDRESS	GROSS SQ. FT.	NET SQ. FT.	OWNERSHIP	AVAILABLE SQ. FT.
3100	Eastlake Juvenile Court	1601 Eastlake Ave, Los Angeles 90033	47379	26024	OWNED	NONE
3102	Juvenile Hall Administration Bldg	1605 Eastlake Ave, Los Angeles 90033	75907	33945	OWNED	NONE
4799	DPW-Central Yard	1525 Alcazar St, Los Angeles 90033	10438	7224	OWNED	NONE
3374	DPW-Central Yard Survey Office	1525 Alcazar St, Los Angeles 90033	2219	1616	OWNED	1616
C110	Medical Center-Expenditure Mgmt	2064 Marengo St, Los Angeles 90033	9602	7010	LEASED	NONE
C111	Medical Center-Expenditure Mgmt	1063 N. Chicago St, Los Angeles 90033	3338	1823	LEASED	NONE
4946	Medical Center-Interns Building	2020 Zonal Ave, Los Angeles 90033	142448	79494	OWNED	NONE
X294	DPW-Central Yard Office Building	2275 Alcazar St, Los Angeles 90033	1400	1260	OWNED	NONE
1491	DHS-Crematory Office	3301 E. 1 st St, Los Angeles 90063	1517	1106	OWNED	NONE
Y307	Public Library-City Terrace	4025 E. City Terrace Dr, Los Angeles 90063	8007	6984	OWNED	NONE
4526	Biscailuz Administration Bldg	1060 N. Eastern Ave, Los Angeles 90063	16571	11428	OWNED	NONE
4422	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	6320	4620	OWNED	NONE
4424	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	6320	4620	OWNED	NONE
1672	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	2745	1991	OWNED	NONE
5041	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	6320	4620	OWNED	NONE
5042	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	6320	4620	OWNED	NONE
1673	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	2745	1991	OWNED	NONE
3990	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	2783	2147	OWNED	NONE
3991	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	2745	1991	OWNED	NONE
3992	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	2888	1333	OWNED	NONE
5040	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	6320	4620	OWNED	NONE
3544	Biscailuz Fallout Shelter (closed)	1060 N. Eastern Ave, Los Angeles 90063	3402	1908	OWNED	NONE
3364	Biscailuz Gymnasium (closed)	1060 N. Eastern Ave, Los Angeles 90063	9992	7560	OWNED	NONE
T532	Biscailuz Library Trailer (closed)	1060 N. Eastern Ave, Los Angeles 90063	720	684	OWNED	NONE
4423	Biscailuz Mental Health Recovery Ctr	1060 N. Eastern Ave, Los Angeles 90063	6320	4620	OWNED	4620
Y322	Biscailuz Dormitories (closed)	1060 N. Eastern Ave, Los Angeles 90063	6912	6737	OWNED	6737

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LACO	FACILITY NAME	ADDRESS	GROSS SQ. FT.	NET SQ. FT.	OWNERSHIP	AVAILABLE SQ. FT.
T613	Biscailuz Supplies Storage	1060 N. Eastern Ave, Los Angeles 90063	1530	1449	OWNED	NONE
T614	Biscailuz Supplies Storage	1060 N. Eastern Ave, Los Angeles 90063	1500	1328	OWNED	NONE
T615	Biscailuz Trailers (closed)	1060 N. Eastern Ave, Los Angeles 90063	2160	2059	OWNED	2059
T576	Biscailuz Trailers (closed)	1060 N. Eastern Ave, Los Angeles 90063	2160	1719	OWNED	NONE
4231	Biscailuz Training Facility	1060 N. Eastern Ave, Los Angeles 90063	1660	1372	OWNED	NONE
0953	Biscailuz Visual Aids Warehouse	1060 N. Eastern Ave, Los Angeles 90063	4393	3240	OWNED	NONE
Y321	Biscailuz Weights & Measurement Bldg	1060 N. Eastern Ave, Los Angeles 90063	1500	1366	OWNED	NONE
X258	Biscailuz Woodshop (closed)	1060 N. Eastern Ave, Los Angeles 90063	6289	5660	OWNED	NONE
6131	DCSS-Service Center	133 N. Sunol Dr, Los Angeles 90063	28514	21777	OWNED	NONE
X707	Anthony Quinn Public Library	3965 Cesar E Chavez Ave, Los Angeles 90063	7275	6077	OWNED	NONE
A930	El Camino Real Public Library	4264 E. Whittier Bl, Los Angeles 90023	3280	2563	OWNED	NONE
X201	Edmund D Edelman Children's Court	201 Centre Plaza Dr, Monterey Park 91754	275530	181958	FINANCED	NONE
A423	Sheriff-Personnel	101 Centre Plaza Dr, Monterey Park 91754	37590	33831	LEASED	NONE
3542	FIRE-Administrative Headquarters	1320 N. Eastern Ave, Los Angeles 90063	39015	24288	FINANCED	NONE
T557	FIRE-Manual Revisions Trailer	1320 N. Eastern Ave, Los Angeles 90063	520	479	OWNED	NONE
X155	ISD-Eastern Ave Complex	1112 N. Eastern Ave, Los Angeles 90063	4960	4638	OWNED	NONE
4513	Sybil Brand Activities Bldg (closed)	4500 E. City Terrace Dr, Monterey Park 91754	5616	3452	OWNED	3452
4512	Sybil Brand Auditorium (closed)	4500 E. City Terrace Dr, Monterey Park 91754	8192	6327	OWNED	6327
T575	Sybil Brand Classroom Trailer (closed)	4500 E. City Terrace Dr, Monterey Park 91754	2080	1955	OWNED	1955
4510	Sybil Brand Main Jail Bldg (closed)	4500 E. City Terrace Dr, Monterey Park 91754	213009	119220	OWNED	119220
T574	Sybil Brand Weight Room (closed)	4500 E. City Terrace Dr, Monterey Park 91754	521	459	OWNED	459
5863	ISD Headquarters	1100 N. Eastern Ave, Los Angeles 90063	80309	58826	FINANCED	NONE
5870	ISD-Eastern Ave Complex	1100 N. Eastern Ave, Los Angeles 90063	37742	28973	FINANCED	NONE
T590	ISD-Eastern Ave Complex	1100 N. Eastern Ave, Los Angeles 90063	1224	1016	GRATIS USE	NONE

**SPACE SEARCH, 5 MILES WITHIN CIVIC CENTER
BOARD OF SUPERVISORS
EXECUTIVE OFFICE/ARTS COMMISSION**

LACO	FACILITY NAME	ADDRESS	GROSS SQ. FT.	NET SQ. FT.	OWNERSHIP	AVAILABLE SQ. FT.
T061	ISD-Eastern Ave Complex	1100 N. Eastern Ave, Los Angeles 90063	7200	6840	LEASED	NONE
T039	Sheriff Eastern Ave Complex Fleet	1104 N. Eastern Ave, Los Angeles 90063	1548	1428	OWNED	NONE
2130	DPW-Road Maintenance Yard	4304 Eugene St, Los Angeles 90022	397	227	OWNED	NONE
X167	Sherman Block Sheriff's Headquarters	4700 W. Ramona Bl, Monterey Park 91754	125000	106250	FINANCED	NONE
A015	DCFS-Monterey Park	2525 Corporate Pl, Monterey Park 91754	29542	27820	LEASED	NONE
A324	FIRE-Employee Relations Office	1255 Corporate Center Dr, Monterey Park 91754	3079	2925	LEASED	NONE
Y135	Centro Maravilla Service Center	4716 Cesar E Chavez Ave, Los Angeles 90022	3612	1948	OWNED	NONE
Y136	Centro Maravilla Service Center	4716 Cesar E Chavez Ave, Los Angeles 90022	4073	3112	OWNED	NONE
T509	Parks & Rec-Prop A Field Office	4914 Cesar E Chavez Ave, Los Angeles 90022	540	424	OWNED	NONE
3241	East Los Angeles Courthouse	214 S. Fetterly Ave, Los Angeles 90022	126972	63347	FINANCED	NONE
4364	Probation-East Los Angeles Office	144 S. Fetterly Ave, Los Angeles 90022	15584	11327	OWNED	NONE
0522	East Los Angeles Public Library	4837 E 3 rd St, Los Angeles 90022	20000	18000	OWNED	NONE
5412	East Los Angeles Public Library	4801 E 3 rd St, Los Angeles 90022	14848	11740	OWNED	NONE
5276	DHS-Dr Ruth Temple Public Health Center	3834 S Western Ave, Los Angeles 90016	29023	16627	OWNED	NONE
Y346	DHS-Dr Ruth Temple Public Health Annex	3822 S. Western Ave, Los Angeles 90016	3120	2390	OWNED	NONE
A436	DPSS-Exposition Park Family Service Center	3833 S. Vermont Ave, Los Angeles 90037	127511	110500	LEASED	NONE
6578	DPSS-Metro East AP Office	2855 E. Olympic Bl, Los Angeles 90023	63066	29220	OWNED	NONE
4465	DF Kirby Center	1500 S. McDonnell Ave, Commerce 90022	18169	10117	OWNED	NONE
B460	DPSS-GAIN	5460 Bandini Bl, Bell 90201	31400	21815	LEASED	NONE
A133	CSSD-Administration Office	5770 S. Eastern Ave, Commerce 90040	84477	63413	LEASED	NONE
A332	CSSD-Computer Dept	5500 S. Eastern Ave, Commerce 90040	48794	46354	LEASED	NONE
A570	CSSD-Interstate Div	5701 S. Eastern Ave, Commerce 90040	61130	55017	LEASED	NONE
A188	Sheriff-Intl Affairs & Risk Mgmt	4900 S. Eastern Ave, Commerce 90040	37433	31819	LEASED	NONE

JAN 08 2007

LOS ANGELES, COUNTY CLERK

DATE POSTED – January 8, 2007

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
Chief Administrative Office
2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012

<u>Agent</u>	<u>Telephone</u>
Kevin Webb	(213) 974-4170

3. Date Information Form Submitted – January 5, 2007
4. Agency Requiring Information Form - Los Angeles County
Chief Administrative Office
5. Name of Proposal, if Applicable -
6. Address of Facility Involved – 1055 Wilshire Boulevard
Los Angeles, CA 90010

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

NEGATIVE DECLARATION

Department Name: Arts Commission
Project: Administrative Office

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The leasing of existing office space in an existing commercial building to be used by the County of Los Angeles, Arts Commission as an administrative office.

2. a. Location of Project (plot plan attached)

1055 Wilshire Boulevard
Los Angeles, CA 90010

b. Name of Project Proponent

County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated January 5, 2007 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Administrative Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date
January 5, 2007

Real Property Agent
Kevin Webb

Telephone
(213) 974-4170

**COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE**

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease facilities at 1055 Wilshire Boulevard, Los Angeles, California, which will be used by the Arts Commission for administrative purposes. The facilities, located in the First Supervisorial District approximately 2 miles from the Los Angeles Civic Center, include 8,000 square feet of office space. The County shall have use of 25 off-street parking spaces for the Arts Commission staff and ample parking for visitors. The Landlord has no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

INITIAL STUDY

I. Location and Description of Project

These proposed leased premises are located at 1055 Wilshire Boulevard, Los Angeles, located in the First Supervisorial District approximately 2 miles southwest of the Los Angeles Civic Center and 1 mile west of the 110 Harbor freeway. (See attached map)

The building to be used is owned by Jamison 1055 Wilshire, LLC and is intended for use as office space. Located at the site are 25 exclusive off-street parking spaces for the County's use and ample public parking located in the on-site garage and surrounding Area.

This project consists of leasing this facility for 5 years in which will be located the Arts Commission's staff. It is anticipated that an average of 20-25 employees will be occupying the premises with the maximum employee occupancy anticipated to be 25 per day. In addition to the employees, it is anticipated that an average of 7-10 members of the business community per week will be visiting the facility for normal administrative purposes. No expansion of existing premises will occur for this project and no alterations, except for interior furnishings, will be performed for this project.

II. Compatibility with General Plan

This project site is currently designated as commercial office use in the City of Los Angeles General Plan and zoned LACW. The proposed project would be consistent with these designations.

III. Environmental Setting

The project site is located in an area of commercial type facilities. The site includes approximately 527,421 square feet of developed property. The site is bordered by Bixel Avenue on the west side, Wilshire Boulevard on the south side, St. Paul Avenue on the east side and Sixth Street on the north side.

IV. Identification of Environmental Effects

- A. The impact of the proposed project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines will be necessary.
- B. The project will not conflict with adopted environmental plans and goals of the City of Los Angeles.

- C. The project will not have a substantial demonstrable negative aesthetic effect on the site. The existing facility will be continued to be maintained as part of the lease arrangement.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This is a government use of private property for administrative purposes. The County's use is in conformance with uses approved by the City of Los Angeles.
- J. The project will not displace any persons from the site.
- K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied by private tenants.
- L. The proposed developed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expend a sewer trunk line. All necessary utilities are available currently to the facility.
- O. No increased energy consumption is anticipated by the County's use of the premises.

- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

- A. None Required.

VI. Initial Study Preparation

This study was prepared by Kevin Webb of the Los Angeles County Chief Administrative Office, Real Estate Division. This study was completed on January 5, 2007.

COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE
LEASE AGREEMENT

DEPARTMENT: Arts Commission, as Tenant

**LANDLORD: JAMISON 1055 WILSHIRE LLC , a California Limited Liability
Company**

[1055 Wilshire Boulevard, Los Angeles]

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COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE
LEASE AGREEMENT

THIS LEASE AND AGREEMENT (the "Lease"), is made and entered into in duplicate original as of the _____ day of _____, 2007 by and between JAMISON 1055 WILSHIRE LLC ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notice:

JAMISON 1055 WILSHIRE LLC
Attn: Peter Park
1055 Wilshire Blvd. #1650
Los Angeles, CA 90017

With a copy to:

Attn: Jason Cha, Esq.
3530 Wilshire Blvd. #1800
Los Angeles, CA 90010

(b) Tenant's Address for Notice:

Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

(c) Premises:

Approximately 7,873 rentable square feet in the Building (defined below) as shown on Exhibit A attached hereto and commonly referred to as Suite 800.

- (d) Building: The building located at 1055 Wilshire Blvd., Los Angeles, which is currently assessed by the County Assessor as APN 5143-025-028 (the "Property");
- (e) Term: Five years commencing upon upon Substantial Completion (as defined in Section 4(a)) of Landlord's Tenant Improvements set forth in Section 23 hereof (the "Commencement Date"); and terminating at midnight on the day before the Fifth anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
- (f) Projected Commencement Date: May 1, 2007
- (g) Commencement Date: Substantial Completion of the Premises and Tenant's Acceptance of the Premises. "Substantial Completion" and "Tenant's Acceptance of the Premises" are defined in Section 4(a) of Landlord's Tenant Improvements, and "Tenant Improvements" are set forth in Section 23 hereof.
- (h) Irrevocable Offer Expiration Date: June 1, 2007
- (i) Base Rent: \$14,801.24 per month payable on the first day of each month beginning on the Commencement Date, which sum is based upon a rental rate of \$1.88 per rentable square foot (rsf) (adjustable as provided in Section 5(b) hereof).
- (j) Early Termination Notice Date: Anytime after the third anniversary date of the Commencement Date as provided in Section 4(d) hereof.
- (k) Rentable Square Feet in the Premises: 7,873

- (l) Use: General office use or for any other lawful purposes not incompatible with other uses in the Building.
- (m) Initial Departmental Use: Arts Commission
- (n) Parking Spaces: Up to 23 unreserved parking spaces which may be valet-assisted only in the event it is absolutely necessary at \$120 per space per month for the first year of the Lease, and thereafter adjustable annually at a maximum increase of 3% per year.
-
- (o) Normal Working Hours: 8:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
- (p) Asbestos Report: N/A

1.2 Defined Terms Relating to Tenant Improvements (TIs)

- (a) Base Tenant Improvement Allowance \$78,730
- (b) Additional Tenant Improvement Allowance \$201,365

- 1.3 Exhibits to Lease:
- Exhibit A – Floor Plan and Specifications
 - Exhibit B- Commencement Date Memorandum
 - Exhibit C - Cleaning and Maintenance Schedule
 - Exhibit D - Memorandum of Tenant Improvement Cost
 - Exhibit E - Tenant Estoppel Certificate
 - Exhibit F - Subordination, Non-disturbance and Attornment Agreement
 - Exhibit G – Nondisturbance Agreement
 - Exhibit H – Request for Notice
 - Exhibit I - Community Business Enterprises Form

2. PREMISES

(a) Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

(b) Tenant shall have the right within ninety (90) days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Base Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection (b) Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

3. COMMON AREAS. Tenant may use the following areas (collectively, the "Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

(a) Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum attached as Exhibit B. The Commencement Date shall be the date of Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises.

The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises (i.e., an approval by the Los Angeles Fire Department), or its equivalent (with final sign-off by City and/or County Fire and Building Inspectors as applicable; and (4) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease.

(b) Termination Right. If the Commencement Date has not occurred within 120 days from the Projected Commencement Date, subject to Tenant Delays or Force Majeure Delays as provided in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

(c) Early Access. Tenant shall be entitled to access the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early access shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Base Rent for such early access period.

(d) Early Termination. Tenant shall have the right to terminate this Lease at any time after the Early Termination Notice Date, as defined in Section 1, by giving Landlord not less than 120 days prior written notice executed by the Chief Administrative Officer of Tenant.

5. RENT.

(a) The first full calendar month's rent shall be due and payable within 30 days of the Commencement Date in the total amount shown in Section 1(i) hereof. A monthly installment in the same amount, subject to the adjustments described herein below, shall be due and payable without demand on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that Rent for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis, provided that Landlord shall file a payment voucher with the Auditor of the County of Los Angeles (the "County") for the monthly Rent prior to the Commencement Date for the initial month(s) of the Term up to and including June, and annually thereafter in June for the ensuing 12 months.

(b) Rent Adjustment. At the beginning of the 13th month of the Lease Term and every twelve months thereafter, the Base Rent shall be increased as follows:

<u>Months</u>	<u>Rate</u>	<u>Monthly Base Rent</u>
13-24	\$1.94	\$15,245.28
25-36	\$1.99	\$15,702.64
37-48	\$2.05	\$16,173.71
49-60	\$2.12	\$16,658.93

6. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

7. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 90 days written notice from the Chief Administrative Officer of Tenant. All of the terms, covenants and conditions of this Lease shall be applicable during any holdover period, except that Tenant shall pay to Landlord, as monthly rent for the period of any holdover, an amount equal to one hundred twenty five percent (125%) of the prevailing monthly Base Rent (as such Base Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the structural components of the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements.

Landlord shall promptly, but in any event within 10 business days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material Default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days for any reason, then Tenant may terminate this Lease by giving written notice within 10 days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became untenable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is 30 days after such written notice of termination.

(d) Default By Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may (a) declare a default hereunder or (b) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at 10% per annum, from the Base Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Landlord represents to Tenant that (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including use the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(b) Landlord Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls; and (5) signage.

Without limiting the foregoing, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

(c) Tenant's Right to Repair. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than 5 days after the giving of such notice (provided, however, if Tenant gives notice on a Friday, then Landlord shall have until the following Thursday to take the required action), then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at 10% per annum. If not reimbursed by Landlord within 10 days, Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 14.

11. SERVICES AND UTILITIES.

Landlord shall be responsible for providing the following services and utilities to the Premises, at its sole cost and expense:

(a) HVAC. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings in the area in which the Premises is located. At times other than Normal Working Hours (the "after-hours"), as defined in Section 1 herein, HVAC will be provided to Tenant upon no less than 48 hours prior notice to Landlord. Tenant shall pay for after-hours HVAC as additional rent in the amount of \$75.00 per hour for a minimum of two hours. This HVAC rate shall be subject to annual adjustment, with a maximum annual adjustment of 3%.

(b) Electricity. Landlord shall furnish to the Premises an amount of electric current comparable to other first-class buildings in the area in which the Premises is located for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or subpanels necessary for Tenant to utilize such capacity in the Building. Landlord shall promptly pay electricity and other utility charges.

Tenant shall be responsible for paying electricity charges associated with its after-hours electrical power consumption within the Tenant's Main Communication Room (MCR) as measured by a separate electrical meter and/or emon-demon device. If Tenant elects to measure its after-hours electrical power consumption within the MCR by an emon-demon device, then Tenant, at its sole cost and expense, shall pay for the device and its installation. Landlord shall regularly read the separate meter or emon-demon device and charge Tenant accordingly. Upon demand, Tenant shall promptly pay as additional rent such cost of after-hour electrical usage.

(c) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises. Landlord shall promptly pay any and all water utility charges.

(e) Waste Removal. Landlord shall be responsible for waste and trash removal, sprinkler and sewer services, and janitorial services pursuant to the specifications set forth herein in Exhibit C, attached hereto and incorporated herein by this reference and shall promptly pay any and all charges in connection therewith.

(f) Access. Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a 7 day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises for reasons caused by Landlord's negligence or willful misconduct, Base Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

13. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a "Default") shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten (10) days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d) ("Default by Landlord"), 10(c) ("Tenant's Right to Repair") 19 ("Insurance") and 20(b) ("Parking Remedies"), Landlord shall be in default in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within 10 business days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10(c)); provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 10-day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the above described default by Landlord ("Landlord Default") is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period or Landlord is not diligently proceeding to cure the Default, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of 10% per annum from the installments of Base Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; or (iv) to terminate this Lease.

(b) Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default without notice where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises.

15. TENANT ASSIGNMENT. Tenant may not assign, or otherwise transfer this Lease without first obtaining Landlord's prior consent: provided, however, no such assignment, or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations. In addition, Tenant shall give the Landlord not less than 7 business days prior written notice before commencing any Alterations in or about the Premises to permit Landlord to post appropriate notices of non-responsibility.

(b) End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term. Tenant shall not remove any Alterations if such removal would cause damage to the Premises.

17. CONDEMNATION.

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated.

(d) Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 120 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

(e) Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act or omission or willful misconduct of Tenant or its employees or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19. INSURANCE.

(a) Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value.

(ii) Comprehensive General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000 and (3) personal and advertising injury of \$1,000,000.

(iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease shall constitute a material breach of this Lease

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Tenant shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

(c) Certificates. Both parties shall deliver to the other party on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required.

Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

(d) Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

(e) Tenant's Insurance. During the term of this Lease, Tenant shall maintain the following insurance:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000 and (3) personal and advertising injury of \$1,000,000.

(ii) Failure by Tenant to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease shall constitute a material breach of this Lease. Tenant shall have the right to use its self-insurance programs to comply with any and all of the insurance requirements herein.

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of unreserved parking stalls as set forth in Section 1 for the Term of this Lease. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

(b) Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the requested number of Parking Spaces to which it is entitled under this Lease pursuant to Section 1(n) for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, the number of requested Parking Spaces become unavailable to Tenant after Tenant has paid for the spaces, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) Tenant may (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective 30 days thereafter or (b) deduct from the Base Rent thereafter and accruing hereunder an amount equal to the amount that Tenant has paid for said parking spaces.

21. ENVIRONMENTAL MATTERS

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects.

As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord Indemnity. Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Tenant's negligence. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials on the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

22. ESTOPPEL CERTIFICATES. Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit "E" attached hereto and incorporated herein by this reference, but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements set forth in Exhibit "A" attached hereto and incorporated herein by this reference (collectively the "Tenant Improvements") in the following manner:

(a) Base Tenant Improvement Allowance. As part of the Base Rent, Landlord shall provide a Base Tenant Improvement Allowance of \$78,730 (the "Base TI Allowance") to be used for the completion of the proposed interior Tenant Improvements pursuant to Tenant's Plans and Specifications attached hereto as Exhibit "A" and incorporated herein by this reference. All architecture, engineering and soft costs associated with the Tenant Improvements shall be funded via the Tenant Improvement Allowances set forth in this Section 23.

(b) Additional Tenant Improvement Allowance. In addition to the Base Tenant Improvement Allowance, Landlord shall provide an Additional Tenant Improvement Allowance of \$201,365 (the "Additional TI Allowance") to be used for the completion of the proposed interior Tenant Improvements. The Base TI Allowance combined with the Additional TI Allowance shall amount to \$280,095. Tenant agrees to reimburse Landlord for Tenant Improvement costs above \$78,730 via a lump sum payment within 30 days of the Commencement Date. For purposes of ascertaining the actual costs of said Tenant Improvements, Landlord shall provide to Tenant, upon the issuance of a Certificate of Occupancy, or a final sign-off by the City of Los Angeles, a detailed breakdown of the total costs of constructing the Tenant Improvements and execute a summarized breakdown of the total costs of the Tenant Improvements in the form of Exhibit "D", Memorandum of Tenant Improvement Costs, attached hereto and incorporated herein by this reference. Tenant shall have the right to audit said costs for a period of 24 months from the Commencement Date.

As part of the Additional Tenant Improvement Allowance, Tenant may request Landlord to purchase modular office furniture from a list of Tenant-approved vendors pursuant to the Tenant's Plans and Specifications. In the event Tenant makes said request, the modular furniture shall be purchased via cash payment or via a financed transaction acceptable to the Tenant. Tenant shall deliver to Landlord within ten days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the "Modular Specifications" provided by the Tenant, Landlord and /or Landlord's architect, shall prepare a modular specifications bid package for submission to no less than three (3) furniture vendors. Prior to submission for bids, Landlord and/or Landlord's architect shall review the bid package with Tenant and Tenant shall have the right to approve or disapprove the bid package. Landlord shall not be responsible for the cost of such modular furniture in excess of the additional tenant improvement allowance. Landlord shall provide to Tenant a detailed breakdown of the total cost of the modular furniture in the form of the attached Exhibit "D" upon the issuance of a Certificate of Occupancy, or a final sign-off by the City of Los Angeles. Tenant shall have the right to audit the cost for a period of 24 months from the Commencement Date. Provided Tenant has approved the modular furniture and cost thereof, Landlord shall be responsible for ordering and installing the modular furniture in consultation with Tenant. Tenant agrees to reimburse Landlord for the total cost to purchase and install the modular furniture via a lump sum payment within 30 days of the Commencement Date. Upon receipt of full reimbursement from Tenant, Landlord shall complete a bill of sale and other appropriate documents transferring all rights, title and interest in the modular furniture to the Tenant, and said furniture shall become the sole property of the Tenant.

(c) Tenant Improvement Process. Landlord within ten days after receipt of a duly executed copy of this Lease document and County-approved Preliminary Plans (as defined herein below) shall promptly prepare or cause its Architect to prepare the working drawings covering the Tenant Improvements (the "Working Drawings") which are to be prepared in accordance with Preliminary Plans No. _____ dated _____, 2007 (the "Preliminary Plans"). Said Plans are also on file with the County's Chief Administrative Office and are identified as Exhibit "A" and incorporated herein by this reference and Landlord has a duplicate copy. Landlord shall provide any final Working Drawings required from said Preliminary Plans with Tenant having the right to review and approve said final Working Drawings. The Tenant Improvements must be of an acceptable quality, value and workmanship as determined by Tenant's sole discretion, and must be completed in accordance with all applicable laws.

The Premises shall meet all applicable City, County State and Federal building codes, regulations and ordinances required for beneficial occupancy. Any non-Tenant Improvement work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense and shall not be considered as part of any Tenant Improvement Allowance hereunder. Any work to meet applicable code requirements necessitated by Tenant's special requirements shall be included as part of the Tenant Improvement Allowances provided herein.

Any and all construction pertaining to this Lease by Landlord or its designated contractors or subcontractors shall comply with all applicable City, County, State and Federal regulations, codes and ordinances, including without limitation all provisions of the California Labor Code. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction and performance of the Tenant Improvements. Particulars of the current Prevailing Wage Scale, as approved by the County Board of Supervisors, which is applicable to the Tenant Improvements are filed with the Clerk of the Board of Supervisors and must be posted at the subject work site.

The Tenant Improvement costs shall not include any costs incurred for asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, fire sprinkler system, or air conditioning system conversion shall be performed at the sole cost and expense of Landlord.

All work, construction and materials shall be in the final Working Drawings. All circuit breakers, fire sprinklers, and plumbing shut off valves shall be labeled as to areas controlled both on the Working Drawings and on the breaker panels and valves. Within fifteen (15) days of the actual Completion Date, Landlord shall furnish the Chief Administrative Office with one (1) complete set of reproducible as-built drawings of the Tenant Improvements on a AutoCad system basis, together with the existing plans, if any, showing the locations of any underground utility lines and their depths.

(d) Completion. The parties agree that the estimated time for completion of the Tenant Improvements is 60 days from the date of issuance of the building permit(s) (the "Estimated Completion Date"). Landlord shall file for building permit(s), if applicable, to construct the Tenant Improvements within ten (10) days of completion of final Working Drawings and Tenant's acceptance thereof and shall diligently proceed to obtain the permit(s) as soon as possible.

Additionally, Landlord shall complete the telephone equipment room(s) including permanent power and HVAC in compliance with the plans and specifications referenced above as Exhibit "A" at least 20 days prior to the Estimated Completion Date. During this 20-day period, the Landlord shall be responsible for any telephone/data equipment delivered to the site for programming prior to the Estimated Completion Date.

(e) Change Orders. N/A.

(f) Construction Delays.

Completion may be delayed by:

1. Acts or omissions of Tenant or of any employees or agents of Tenant (including Tenant-requested change orders in the Tenant Improvements), or
2. Any act of God which Landlord could not have reasonably foreseen and provided for, or
3. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and could not reasonably have foreseen and provided for, or
4. Any war or declaration of a state of national emergency, or
5. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Premises.

(g) Tenant Remedies. If Landlord fails to obtain the building permit for the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within sixty (60) days from the Estimated Completion Date, which period shall be extended for a reasonable time for the delays enumerated above, Tenant may, at its option:

1. Cancel the Lease upon thirty (30) days written notice to Landlord; or
2. Upon thirty (30) days written notice to Landlord, assume the responsibility for performing the Tenant Improvements itself.

If Tenant elects to perform the Tenant Improvements, then:

- i. Tenant, its officers, employees, agents, contractors, subcontractors and assignees, shall have free access to the Premises at all reasonable times for the purpose of performing the Tenant Improvements and for any other purposes related thereto
- ii. Rent shall be abated to the extent Tenant's occupancy is delayed.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Tenant shall protect, indemnify, hold harmless and defend Landlord of and from any and all loss, cost, damage, liability and expense, including attorneys' fees, arising out of or related to any such liens or notices. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder. Landlord shall protect, indemnify, hold harmless and defend Tenant of and from any and all loss, cost, damage, liability and expense, including attorneys' fees, arising out of or related to any such liens or notices.

25. SUBORDINATION AND MORTGAGES

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit "F" (Subordination, Non-disturbance and Attornment Agreement) attached hereto and incorporated herein by this reference, and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the Premises shall provide a written non-disturbance agreement to Tenant, in the form of Exhibit "G" attached hereto and incorporated herein by this reference, within 30 days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Premises, the Building, or the property on which the Building is located in the form of Exhibit "H" attached hereto and incorporated herein by this reference.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Premises, the Building, or the property on which the Building is located gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional 10 days within which to cure such Default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition and in as good condition as at the date of initial possession by Tenant, and as thereafter improved, ordinary wear and tear excepted. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

Tenant's Personal property that is not removed at the termination of this Lease, however terminated, shall be considered abandoned and Landlord may dispose of, make use of or store the same as it deems expedient, the cost thereof to be charged to and paid by Tenant shall not exceed \$10,000, subject to annual increases of 2% per annum commencing in the third year of the Lease Term. Tenant's failure to remove any furniture, fixtures, equipment and/or alterations shall not constitute a holdover tenancy.

27. SIGNAGE. Tenant, at its sole cost and expense, may install reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the common areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (including those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's sole discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

(d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) days after written request and supporting documents are submitted.

(k) Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit "T" attached hereto and incorporated herein by this reference.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action.

No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Administrative Officer of the County or its delegee (the "Chief Administrative Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(c) Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (collateralized mortgage backed securities) financing or other traditional real estate financing other than bond and certificate of participation financing.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

(vii) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

32. TAXES. Landlord shall pay promptly all real property taxes, assessments, and special assessments which may be levied or assessed against the Building or Premises or the property on which they are located during the term of this Lease or any renewal or holdover period, thereof. In the event Landlord fails or refuses to pay any or all taxes or assessments when due, then Landlord shall have materially defaulted on this provision of the Lease and Tenant may give Landlord at least thirty days' advance written notice of its intent to pay such taxes and/or assessments and deduct the respective payment amount from future rental payments as a charge against the Landlord.

33. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, if required, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.


IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

JAMISON 1055 WILSHIRE LLC, a California
limited liability company

By: Jamison Services, Inc., a California
corporation

Its: Authorized Agent

By: 

Name: Paul T. Kim, C.P.M.

Its: Executive V.P. & C.O.O.

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____

ZEV YAROSLAVSKY

Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

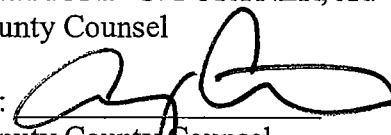
By: 
Deputy County Counsel

EXHIBIT A

FLOOR PLAN OF PREMISES

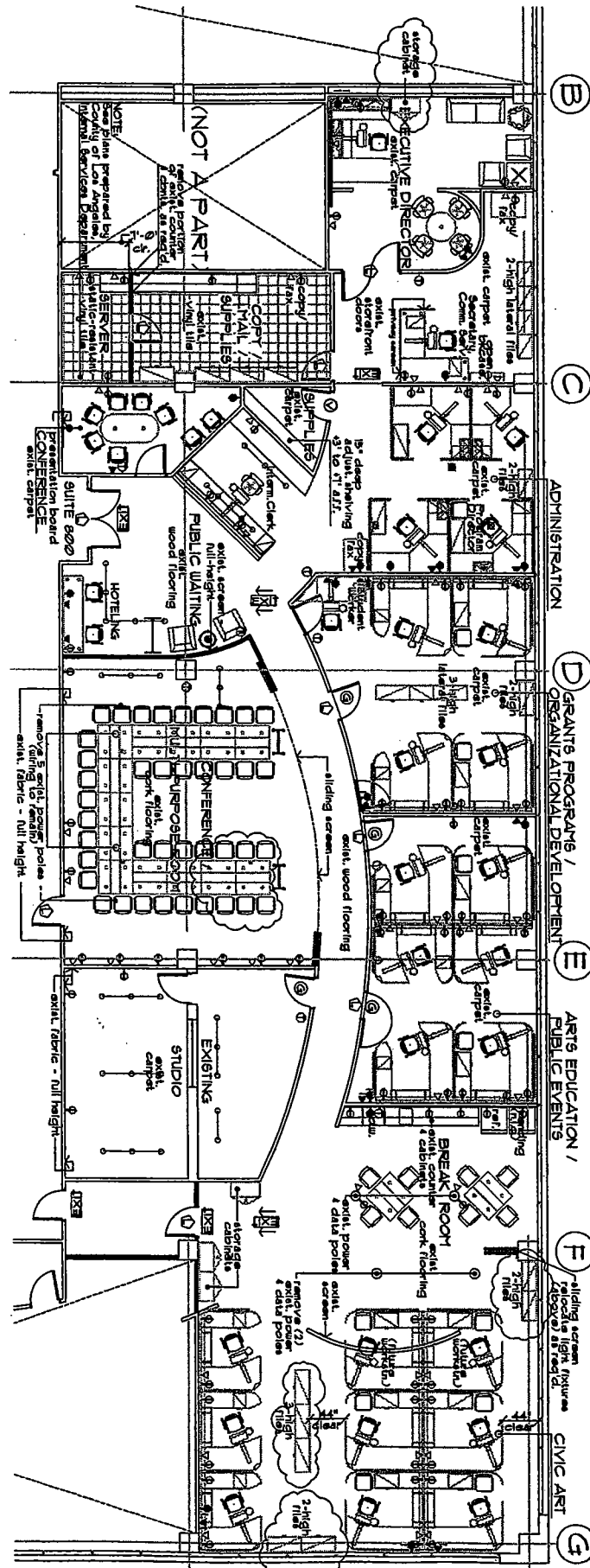


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM

Reference is made to that certain lease ("Lease") dated _____, 2007, between COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant"), and JAMISON 1055 WILSHIRE LLC, a California Limited Liability Company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 1055 Wilshire Boulevard, Suite 800, Los Angeles ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on _____ ("Commencement Date");
- (4) The Premises contain _____ rentable square feet of space; and
- (5) Base Rent Per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this ____ day of _____, 2007.

"Tenant"

COUNTY OF LOS ANGELES,
a body politic and corporate

"Landlord"

JAMISON 1055 WILSHIRE LLC, a California
limited liability company

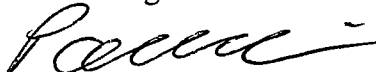
By: _____

Name: _____

Its: _____

By: Jamison Services, Inc., a California
corporation

Its: Authorized Agent

By:  _____

Name: Paul T. Kim, C.P.M.

Its: Executive V.P. & C.O.O.

EXHIBIT C

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Graffiti expunged as needed within two (2) working days after notice by Tenant.
- K. Floors washed as needed.
- L. Kitchen/Lunchroom supplies replenished including paper supplies and soap.

2. WEEKLY

- A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
- B. Window sills, ledges and wood paneling and molding dusted.

3. MONTHLY

- A. Floors washed and waxed in uncarpeted office area.
- B. High-reach areas, door frames and tops of partitions dusted.
- C. Upholstered furniture vacuumed, plastic and leather furniture wiped.
- D. Picture moldings and frames dusted.
- E. Wall vents and ceiling vents vacuumed.
- F. Carpet professionally spot cleaned as required to remove stains.
- G. HVAC chiller water checked for bacteria, water conditioned as necessary.

4. QUARTERLY

- A. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
- B. Wood furniture polished.
- C. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
- D. HVAC units serviced for preventative maintenance purposes, all filters changed.

5. SEMI-ANNUALLY

A. Windows washed as required inside and outside but not less frequently than twice annually.

B. All painted wall and door surfaces washed and stains removed.

C. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

A. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.

B. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.

C. Touch-up paint all interior painted surfaces in a color and finish to match existing.

7. AS NEEDED

A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

C. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: (i) heavy traffic areas as needed with a minimum frequency of bi-monthly [six (6) times per year]; (ii) moderate traffic areas cleaned as needed with a minimum of once every six (6) months [two (2) times per year]; and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT D

Memorandum of Tenant Improvement Costs

This Agreement is dated this _____ day of _____, 2007, for reference purposes only, by and between Landlord, JAMISON 1055 WILSHIRE LLC, a California Limited Liability Company, and Tenant, COUNTY OF LOS ANGELES.

The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing by Landlord to Tenant Suite 800 in the buildings located at 1055 Wilshire Blvd, Los Angeles ("the Premises").

Landlord and Tenant hereby confirm the following:

A. The final total cost of the tenant improvements is (\$_____).

This is comprised of:

Lease Budget		<u>Actual Cost</u>
\$ 78,730	Tenant Improvement Allowance	\$ _____
\$ 201,365	Additional Tenant Improvement Allowance	\$ _____
\$0	Change Order Allowance	\$ _____
\$280,095	Total	\$ _____

IN WITNESS WHEREOF, Landlord and Tenant have respectfully signed this Agreement.

Landlord:

JAMISON 1055 WILSHIRE LLC, a California Limited Liability Company

By:

Its: _____

Tenant:

COUNTY OF LOS ANGELES

By _____

EXHIBIT E

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that as of the date hereof:

1. Tenant is the present owner and holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Except as specified in the Lease, Tenant has no option or right to renew, extend or cancel the Lease.

 (d) Except as specified in the Lease, Tenant has no option or right to lease additional space in the Premises or Building or to use any parking.

 (e) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (f) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession, except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified, changed, altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed.

5. Tenant acknowledges that if Lender succeeds to the interest of Landlord under the Lease, Lender shall not be liable for any act or omission of any prior landlord (including Landlord), liable for the return of any advance rental deposit or any security deposit (unless such sums have actually been received by Lender as security for Tenant's performance under the Lease), subject to any offset or defense which Tenant may have against any such prior landlord or bound by any rent or additional rent Tenant may have paid for more than the current month, or bound by any assignment, surrender, termination, cancellation, waiver, release, amendment or modification of the Lease not expressly permitted by the Lease made without its express written consent.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES

By: _____

Name: _____

Title: _____

EXHIBIT F

SUBORDINATION, NON-DISTURBANCE

AND ATTORNMENT AGREEMENT

AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

)
)
)
)
)
)

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is entered into as of the _____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant"), _____ ("Borrower") and _____, ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a Non-Disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The Lease shall be subject and subordinate to the lien of the Deed of Trust and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of the principal sum secured by the Deed of Trust including any interest except that if Tenant is granted any option to extend the term of the Lease, right of first offer to lease additional premises, option to purchase the Property, or right of first option to purchase the Property in the Lease such provisions shall not be affected or diminished by this subordination which is conditioned upon the agreement of Borrower and Lender in section 3 hereof.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-Disturbance. The Transfer of the Property or any enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby, or deprive Tenant of any other property rights granted in the Lease. So long as Tenant is not in material default (beyond any period given Tenant to cure each such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants, or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease, or under any extensions or renewals thereof which may be effected in accordance with any option contained in the Lease, shall not be disturbed by Lender during the term of the Lease, or any such extensions or renewals thereof, and Tenant shall have all the rights granted to Tenant under the Lease.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by the Lender.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Borrower: _____

To Tenant: County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

Prior to the time the Tenant initiates any action to terminate the Lease as a result of Landlord's default thereunder, Tenant covenants and agrees to give to Lender notice of any default or any condition which, with the passage of time or giving of notice, or both, could constitute a default under the Lease. Such notice shall be deemed to have been properly given when delivered in person, sent by telecopier, or seven (7) Business Days (as defined below) after having been deposited in any post office, branch post office, or mail depository maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address Lender may specify pursuant to the provisions of this action):

To Lender: _____

Except in cases of emergency, Lender shall have thirty (30) days after the receipts of such notice to cure such default or condition, or if the default or condition is of such a nature that it cannot be cured within thirty (30) days, then if Lender commences within such thirty (30) day period, and thereafter diligently pursues a course reasonably designed to remedy the default or condition.

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

8. Assignment to Lender by Landlord. Tenant acknowledges that Landlord has assigned to Lender its right, title and interest in the Lease and to the rents, issues and profits of the Property and the Property pursuant to the Deed of Trust, and that Landlord has been granted the license to collect such rents provided no Event of Default has occurred under, and as defined in, the Deed of Trust. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or the collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

TENANT: COUNTY OF LOS ANGELES,
a body politic and corporate

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy County Counsel

By: _____
William L. Dawson
Deputy Director of Real Estate

BORROWER:

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender]*,
By: _____

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Space above for Recorder's Use

D. Tenant's rights under the Lease are subordinate to the lien of the Deed of Trust. Tenant is willing to make the substantial investment in the Premises required under the Lease, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

2. Nondisturbance. The Transfer of the Property or enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby, or deprive Tenant of any other property rights granted pursuant to the Lease. So long as Tenant is not in material default (beyond any period given Tenant to cure each such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants, or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease, or under any extensions or renewals thereof which may be effected in accordance with any option contained in the Lease, shall not be disturbed by Lender during the term of the Lease, or any such extensions or renewals thereof, and Tenant shall have all the rights granted to Tenant under the Lease.

3. Attornment. Provided that Lender complies with Section 2 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

4. Lender Not Obligated. Provided that Lender complies with Section 2 above, Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by the Lender.

5. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Borrower: _____

To Tenant: County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

Prior to the time the Tenant initiates any action to terminate the Lease as a result of Landlord's default thereunder, Tenant covenants and agrees to give to Lender notice of any default or any condition which, with the passage of time or giving of notice, or both, could constitute a default under the Lease. Such notice shall be deemed to have been properly given when delivered in person, sent by telecopier, or seven (7) Business Days (as defined below) after having been deposited in any post office, branch post office, or mail depository maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address Lender may specify pursuant to the provisions of this action):

To Lender: _____

Except in cases of emergency, Lender shall have thirty (30) days after the receipts of such notice to cure such default or condition, or if the default or condition is of such a nature that it cannot be cured within thirty (30) days, then if Lender commences within such thirty (30) day period, and thereafter diligently pursues a course reasonably designed to remedy the default or condition.

6. Assignment to Lender by Landlord. Tenant acknowledges that Landlord has assigned to Lender its right, title and interest in the Lease and to the rents, issues and profits of the Property and the Property pursuant to the Deed of Trust, and that Landlord has been granted the license to collect such rents provided no Event of Default has occurred under, and as defined in, the Deed of Trust. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or the collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease.

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State. This Agreement is the entire agreement between the Lender and Tenant and may only be modified by a written amendment executed by Lender and Tenant.

APPROVED AS TO FORM

TENANT: COUNTY OF LOS ANGELES,
a body politic and corporate

RAYMOND G. FORTNER, JR.
County Counsel

By: _____

Deputy County Counsel

By: _____

Director of Real Estate

BORROWER: [Insert name of Landlord]

By: _____

Name: _____

Title: _____

LENDER: [Insert name of Lender]

By: _____

Name: _____

Title: _____

EXHIBIT H

REQUEST FOR NOTICE

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

REQUEST FOR NOTICE

(UNDER SECTION 2924B CIVIL CODE)

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust described below:

Date of Recording of Deed of Trust

Instrument Number of Deed of Trust

Trustor

Trustee

Beneficiary

be mailed to County of Los Angeles, Chief Administrative Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012, Attention: Director of Real Estate.

"LENDER:

_____,
a _____

By: _____
SIGNEE'S NAME

Its: SIGNEE'S TITLE

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

COUNTY OF _____ ss.

On this ____ day of _____, 20__, before me, _____
_____ a Notary Public in and for the State of California, personally appeared _____
_____ personally known to me (or proved on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal

Signature _____

My commission expires _____.

EXHIBIT I

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

Firm Name	
Address	
Contact Name	
Telephone No.	
Total # of Employees	
Business Structure*	

*Corporation, Partnership, etc.

MINORITY/WOMEN PARTICIPATION IN FIRM

	OWNERS	ASSOCIATE PARTNERS			
Black/African American					
Hispanic/Latin					
Asian American					
Portuguese American					
A. Indian/Alaskan					
All Others					
TOTAL					
Women*					

*Should be included in counts above and reported separately)

PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

	TOTAL # OF OWNERS	% OF OWNERSHIP
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		
TOTAL		
Women*		

*Should be included in counts above and reported separately

CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

Is your firm currently certified as a minority owned business firm by the:

	yes	No
State of California?		
City of Los Angeles?		
Federal Government?		

WE DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS FORM.

	Initial
Initial here if applicable	

SIGNED:

TITLE:

DATE: